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Attorneys for Defendant
SONY ELECTRONICS INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public, Plaintiffs, v. SONY ELECTRONICS INC., and Does 1 through 10 inclusive, Defendants.	CASE NO. 08 CV0224 IEG CAB **ANSWER OF SONY ELECTRONICS INC. TO CLASS ACTION COMPLAINT** Action filed: December 26, 2007 (State Court) Removed: February 5, 2008

Defendant, Sony Electronics Inc., answers the Complaint:

1. Sony Electronics Inc. ["Sony"] alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the complaint.

2. Sony denies the allegations of paragraph 2.

3. Sony denies the allegations of paragraph 3.

4. Sony denies the allegations of paragraph 4.

5. Sony denies the allegations of paragraph 5.

6. Sony denies the allegations of paragraph 6.

7. Paragraph 7 of the complaint contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Sony denies the allegations of paragraph 7.

8. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8.

9. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9.

10. Sony denies the allegations contained in paragraph 10 except that Sony admits that it has a principal place of business in San Diego, California, that it is a wholly-owned subsidiary of SEL Holdings, Inc., which is a wholly-owned subsidiary of Sony Corporation of America, and that it is an industry leader with a reputation for excellence.

11. Sony denies the allegations of paragraph 11.

12. Paragraph 12 of the complaint contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Sony denies the allegations of paragraph 12.

13. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13.

14. Sony denies the allegations of paragraph 14.

15. Paragraph 15 contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Defendant denies the allegations of paragraph 15.

16. Paragraph 16 contains conclusions of law which require no response.

17. Paragraph 17 contains conclusions of law which require no response.

18. Paragraph 18 contains conclusions of law which require no response.

19. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19.

20. Sony denies the allegations of paragraph 20.

21. Paragraph 21 contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Sony denies the allegations of paragraph 21.

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22. Paragraph 22 contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Sony denies the allegations of paragraph 22.

23. To the extent that paragraph 23 supports a general assertion about Sony's expertise, Sony admits the allegations contained therein.

24. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24.

25. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25.

26. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26.

27. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27.

28. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28.

29. Sony denies the allegations of paragraph 29.

30. Sony denies the allegations of paragraph 30.

31. Sony denies the allegations of paragraph 31.

32. Sony denies the allegations of paragraph 32.

33. Sony denies the allegations of paragraph 33.

34. Sony denies the allegations of paragraph 34.

35. Sony incorporates by reference its responses to paragraphs 1 through 34.

36. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36.

37. Sony denies the allegations of paragraph 37.

38. Sony denies the allegations of paragraph 38.

39. Sony denies the allegations of paragraph 39.

40. Sony denies the allegations of paragraph 40.

41. Sony denies the allegations of paragraph 41.

42. Sony incorporates by reference its responses to paragraphs 1 through 41.

43. Sony alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43.

44. Sony admits the allegations of paragraph 44.

45. Sony admits the allegations of paragraph 45.

46. Sony denies the allegations of paragraph 46.

47. Sony denies the allegations of paragraph 47.

48. Sony denies the allegations of paragraph 48.

49. Sony denies the allegations of paragraph 49.

50. Sony incorporates by reference its responses to paragraphs 1 through 49.

51. Paragraph 51 contains conclusions of law which require no response.

52. Paragraph 52 contains conclusions of law which require no response.

53. Sony admits the allegations of paragraph 53.

54. Paragraph 54 contains conclusions of law which require no response.

55. Paragraph 55 contains conclusions of law which require no response.

56. Paragraph 56 contains conclusions of law which require no response.

57. Paragraph 57 contains conclusions of law which require no response.

58. Sony denies the allegations of paragraph 58.

59. Paragraph 59 contains conclusions of law which require no response.

60. Paragraph 60 contains conclusions of law which require no response. To the extent that the paragraph contains factual allegations, Sony denies the allegations of paragraph 60.

61. Sony denies the allegations of paragraph 61.

62. Sony denies the allegations of paragraph 62.

63. Sony incorporates by reference its responses to paragraphs 1 through 62.

64. Sony denies the allegations of paragraph 64 except that Sony admits that its limited warranty contains explicit language.

65. Subject to the terms and conditions contained in its limited warranty, Sony warrants its products against defects in material or workmanship for specific time periods.

66. Sony denies the allegations of paragraph 66.

67. Sony denies the allegations of paragraph 67.

68. Sony denies the allegations of paragraph 68.

69. Sony denies the allegations of paragraph 69.

70. Sony denies the allegations of paragraph 70.

71. Sony denies the allegations of paragraph 71.

72. Sony incorporates by reference its responses to paragraphs 1 through 71.

73. Sony admits the allegations of paragraph 73.

74. Sony admits the allegations of paragraph 74.

75. Sony denies the allegations of paragraph 75.

76. Sony denies the allegations of paragraph 76.

FIRST AFFIRMATIVE DEFENSE

77. The complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

78. The complaint and each of its claims are barred by the applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

79. The Third Cause of Action is barred by the failure of the Plaintiff to provide the required notice to Sony.

FOURTH AFFIRMATIVE DEFENSE

80. The Fourth Cause of Action is barred by the failure of the Plaintiff to provide the required notice to Sony.

FIFTH AFFIRMATIVE DEFENSE

81. The complaint fails to state a claim upon which punitive damages can be awarded.

SIXTH AFFIRMATIVE DEFENSE

82. All events and happenings alleged in the Complaint and the resulting injuries and damages, if any, were proximately caused by the misuse of the product by Plaintiff or unknown third parties. Therefore, any recovery received by Plaintiff in this matter should be barred or, in the alternative, diminished in an amount that is in direct proportion to the extent Plaintiff or unknown third parties misused the product.

SEVENTH AFFIRMATIVE DEFENSE

83. Plaintiff is barred and precluded from any recovery or entitled to only a diminished recovery because of his failure to promptly and expeditiously act to mitigate his damages, if any, and by freely and/or voluntarily incurring expenses that he had no obligation to incur.

EIGHTH AFFIRMATIVE DEFENSE

84. To the extent Plaintiff alleges a breach of Sony's limited warranty, Sony's performance was prevented by Plaintiff and/or a third party, thereby excusing Sony's performance.

NINTH AFFIRMATIVE DEFENSE

85. Plaintiff would be unjustly enriched by recovery against Sony.

PRAYER

WHEREFORE, Defendant Sony Electronics Inc. prays judgment:

1. That Plaintiff takes nothing by this action;
2. For Sony's costs of this suit;
3. For Sony's attorneys' fees; and
4. For all other appropriate relief.

DATED: February 12, 2008 SOLOMON WARD SEIDENWURM & SMITH, LLP

By: s/William N. Kammer
WILLIAM N. KAMMER
ADAM R. ROSENTHAL
Attorneys for Defendant
SONY ELECTRONICS INC.

CERTIFICATE OF SERVICE

I caused **ANSWER OF SONY ELECTRONICS INC. TO CLASS ACTION COMPLAINT** in the following manner:

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

[NONE]

Manual Notice List

The following is the list of individuals who are not on the list to receive e-mail notices for this case (who therefore require manual noticing).

Houman Fakhimi, Esq.
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